

A. CONTRCT PARAMETERS

1. Display of Notice Boards at Work Sites

The Associate shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

2. Disposal of Waste at Site

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

The associates shall follow the below criteria for disposal of waste at site during the execution of project.

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.
- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of RECPDCL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air

pollution.

3. Deployment of Work Force

Associate shall deploy adequate labour, as considered necessary by RECPDCL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to RECPDCL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

RECPDCL shall have the right to instruct the Associate to change the Sub-Associates or skilled/unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

4. Damages to Properties

The Associates shall take necessary steps to ensure that the equipment and installations of the Company, Third parties, including other utility services like water supply pipelines; open drains telephone cables etc. are not damaged during execution of the works related to client. The Associates shall be responsible for all such damages and shall have to repair/ replace and/or compensate for the entire claims in respect of such damages at its own cost.

5. Issuance of Material

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

6. Company's Right To Use Works

If Taking Over Certificate is delayed for any reason, for which RECPDCL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

7. Rights of RECPDCL to vary the scope work

RECPDCL shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the

Contract by communicating the intent to do so in writing to the Associate. On receipt of such communication the Associate shall, within the time frame specified in the contract shall provide RECPDCL with a reasonably detailed estimate of the cost of the change in scope outlined in the RECPDCL communication. The change in the Contract price and time shall be revised upwards or downwards, as the case may be, and shall be mutually agreed to. The Associate shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Associate shall not proceed with the changes in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the associate by RECPDCL.

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by RECPDCL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

B. Compliance to Labour Laws

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then RECPDCL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, RECPDCL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

C. INSPECTION/PARTICIPATION

1. Right to Carry Out Inspection

RECPDCL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction.

- During basic design and detail engineering of material/ Equipment carried out by Associate /Outsourced Agencies.
- During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility.
- During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility.
- During Installation & Commissioning Activities/Stages.
- Prior to Clearing of the completed installation for commissioning.
- Any other stage as find appropriate by RECPDCL during contract execution time.

All inspections and participations shall be carried out within maximum of two (02) weeks of RECPDCL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

2. Facilitating Inspection

The Associate shall provide all opportunities and information to RECPDCL's engineers to get acquainted with the technical know-how and the methods and practices adopted by the Associate in basic and detail engineering. The Associate shall provide documents, drawings,

calculations etc. as may be required by RECPDCL's Engineers.

The Associate shall provide free of charge office accommodation, office facilities, secretarial services, communication facilities, general and drawing office stationary, etc. as may be reasonably required by the RECPDCL's engineers. Similarly, facilities shall also be provided by Associate's outsource agencies/partners/authorized dealers (collectively termed as sub-associates) if such basic and detail engineering activities are carried out in the design offices of sub-Associates.

The Associate shall be responsible for the safety of employees of RECPDCL/Third Party Agency when they are at the Associate's /Associate's outsource agency's plant or facility for carrying out/witnessing inspection/testing. All statutory safety precautions as applicable shall be followed by the Associate during Inspection Testing. If RECPDCL inspectors are not satisfied with the safety arrangements at the plant, RECPDCL have the right to call off inspection till such time corrective action is taken by the Associate.

Before raising the call for pre-dispatch final inspection and testing, the Associate shall conduct all the tests—type tests, routine tests etc-as specified in the contract document and submit copies of the test certificates to RECPDCL along with the inspection call, for scrutiny of RECPDCL.

The Associate and RECPDCL shall jointly document all the observations, comments and action points after completion of inspection and it shall be binding on the Associate to provide compliance on all the points requiring compliance and furnish the compliance report to the designated authority of RECPDCL for receiving clearance for dispatch of materials.

3. Third Party Nomination

RECPDCL also may nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of RECPDCL as far as conducting the inspection.

4. Waiver of Inspections

RECPDCL on its own discretion shall chose to waive off any inspection and ask the Associate to submit all the test reports as applicable as per contract specifications, related to inspection and testing of the goods ordered for scrutiny and clearance for dispatch.

D. MDCC & DELIVERY OF MATERIALS

1. Material Dispatch Clearance Certificate

Associate shall deliver material/goods/equipment against Supply Contracts or Supply Part of Composite/Service Contracts only after receiving Material Dispatch Clearance Certificate (hereafter termed as MDCC) issued by designated authority of RECPDCL. Material delivered at RECPDCL stores or at project site without a valid MDCC issued by the designated official of RECPDCL/CED shall be rejected. MDCC shall be issued to associate furnishing compliance report on the action points documented during pre-dispatch inspection and testing at Associate's/ Sub- Associate's plant/ facility. In case Pre-dispatch inspection is waived at the discretion of RECPDCL, then, MDCC shall be issued on receiving all the test reports-routine& type-from the Associate and finding them in order.

The associate shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling and transport by air, sea, rail and road or any other

means.

All such packing shall allow to the extent possible for easy removal and checking at Site. The associate shall take special precautions to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be utilised by the associate for protection against moisture during transit of all Plant and Equipment.

Each Equipment or parts of Equipment shall be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the associate, item description, quantity, item / package identification.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the associate and it shall not be required to be returned to the associate.

Notwithstanding anything stated in this clause, the associate shall be entirely responsible for loss, damage or depreciation or deterioration to the materials and supplies due to faulty and/or insecure packing or otherwise during transportation to the Site until otherwise provided herein.

In case of the consignments dispatched by road, the associate shall ensure that it or its sub-contractors:

- i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.
- ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

2. Right to Rejection on Receipt

Goods/Material/Equipments delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from RECPDCL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and RECPDCL.

If delivery of the material is beyond the agreed time, Liquidated damage clause, mentioned in this GCC separately shall be applicable; but the period for levy of LD shall be considered as per the original delivery schedule and not from the agreed timelines for material rectification.

3. Consignee

Unless otherwise specified in the Contract Document, Materials/Goods/Equipments shall be consigned to “Stores-In-Charge”, C/o Executive Engineer, Electricity ‘OP’ Division no. 4, Sector-34 C, U.T. Chandigarh.

F. Submission of mandatory documents on Delivery

Following documents shall be mandatorily submitted by BA along with supply of material to

S. No.	Documents	Requisite
1	Invoice copy in original	With all consignments
2	LR copy	Wherever required

3	Packing list	With all consignments
4	MDCC	With all consignments
5	Purchase order / Release order	Signed copy
6	Test certificates	With all consignments
7	Inspection/JVR report	In case pre-dispatch inspection is conducted
8	Device data in CD as per template for metering items	Wherever applicable

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	CED material code and material description shall be mentioned in invoice and on material.
3	"PROPERTY OF CHANDIGARH ELECTRICITY DEPARTMENT" shall be embossed on material.
4	The material shall be properly sealed and packed in standard packing as per purchase order terms & conditions.
5	The weight and quantity of material shall be mentioned wherever applicable
6	The material supplied shall be co-related with the packing list.
7	The name plate detail on equipment shall include Material code, Material description, specification detail of material [as applicable], Serial No. Year of manufacturing, PO/RO no. and date, "PROPERTY OF CHANDIGARH ELECTRICITY DEPARTMENT", Guarantee period and Associate's name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at CED central store. For heavy item(s), if crane will be provided by CED [unloading cost will be recovered from the associate].
9	The driver should have valid License and one helper in truck. All the documents of truck like registration papers, PUC etc should be available in Truck.
10	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.

H. GUARANTEE

1. Guarantee of Performance

Associates shall stand guarantee that the equipment and material supplied/service or work rendered under the contract is free from design, manufacturing, material, construction, erection & installation and workmanship & quality defects and is capable of its due, rated and intended quality performance, as an integrated product delivered under the contract. for a specific period termed as Guarantee Period(as elaborated elsewhere in this clause) The Associate should also guarantee that the equipment/material is new and unused except for the usage required for the tests and checks required as part of quality assurance.

2. Guarantee Period

The Guarantee Period will be equipment/service/work specific and shall be as specified in the

Standard Specifications of RECPDCL for the equipment/material/service/work and where standard specifications are not part of contract documents or guarantee period is not specified in the standard specifications,, the guarantee period shall be as per the Special Terms and Conditions of the Contract. In case of no mention of the guarantee period in standard specifications or SCC Guarantee Period will be 24 Months from the Date of Commissioning or 18 months from the date of delivery of final lot of supplies made, whichever is earlier.

3. Failure in Guarantee Period (GP)

If the equipment and material supplied/service or work rendered under the contract fails to perform its due, rated & intended quality performance, during the Guarantee period, the associate is liable to undertake repair/rectify/replace the equipment and material supplied/service or work rendered under the contract within time frame specified in the SCC or elsewhere in the contract documents at associate's cost to make the equipment and material supplied/service or work rendered under the contract of performing its due, rated and intended quality performance. If Associate fails to repair/rectify/replace the equipment or material supplied/service or work rendered under the contract, failed in Guarantee Period, RECPDCL will be at liberty to get the same done at Associate's risks and costs and recover all such expenses plus the RECPDCL's own charges (@ 20% of expenses incurred), from the Associate or from the "Security cum Performance Deposit" as the case may be.

If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.

Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by RECPDCL. However, if replacement of the Equipment is required, Associate shall notify the same to RECPDCL within 7 days of reporting the issue by RECPDCL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.

4. Cost of repairs on failure in GP

The cost of repairs/rectification /replacement, apart from the actual cost of repairs/rectification/replacement is also inclusive of all associate costs of required transportation, site inspection /mobilization/dismantling and re-installation costs as applicable, to be borne by the Associate. The Associate has to ensure that the interruption in the usage of intended purpose of the equipment is minimized to the maximum extent In lieu of the time taken for repairs/rectification/replacement.

5. Guarantee period for Goods Outsourced

If the Associate outsources partly equipment/materials/services from third party as mutually agreed upon at the pre award stage of contract, RECPDCL shall have the benefit of any additional guarantee period if provided by the third party for the part supplied/executed by them.

6. Latent Defect

Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Associates shall further be responsible for 'free replacement' for another period of THREE (03) years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.

7. Support beyond the Guarantee Period

The Associate shall ensure availability of spares and necessary support for a period of at least 10 years post completion of guarantee period of equipments supplied against the contract.

I. UNLAWFUL ACTIVITIES

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the RECPDCL's interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the RECPDCL, in accordance with the terms of the present GCC.

J. CONFIDENTIALITY

Associate and its employees or representatives thereof shall strictly maintain the confidentiality of various information they come across while executing the contract as detailed below.

1. Violation

In case of violation of this clause, the Associate is liable to pay compensation and damages as may be determined by the competent authority of RECPDCL.

K. INTELLECTUAL PROPERTY RIGHTS

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information with the RECPDCL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in RECPDCL.

Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of RECPDCL shall arise in this respect, and any costs, damages, expenses, compensation payable by RECPDCL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

L. INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of

any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the RECPDCL is held liable for by any court judgement. In this connection, the RECPDCL shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless the RECPDCL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the RECPDCL.

The RECPDCL shall not be held responsible for any accident or damages incurred or claims arising, due to the Associate's error there from prior to completion of work. The Associate shall be liable for such accidents and after completion of work for such accidents as the case may be due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

M. LIABILITY & LIMITATIONS

1. Liability

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***

RECPDCL shall have no liability or any special, incidental, indirect or consequential Damages for any loss of Business Contracts, revenues or other financial loss arising out of this Contract.

2. Limitation of Liability

The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.

N. FORCE MAJEURE

Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable

control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.
- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc do not fall under Force Majeure.

Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part due to an event of Force Majeure, then provided Notice of happening of any event by the Affected Party is given to the other party within seven (7) days from the date of occurrence of such event, which DIRECTLY has impact on works and submitted details and quantum of resulting effect, but at the same time had made all possible efforts to mitigate and overcome effects thereof, the Affected Party's performance under this Contract shall be suspended until such event ceases and the Scheduled Completion shall be delayed accordingly.

If Force Majeure event(s) continue for a period of more than three months, the parties shall hold consultation to discuss the further course of action.

Neither party shall be considered to be in default or in breach of its obligation under the Contract to the extent that performance of such obligation by either party is prevented by any circumstances of Force Majeure which arise after effective date of Contract.

Neither party can claim any compensation from the other party on account of Force Majeure.

O. SUSPENSION OF CONTRACT

1. Suspension for Convenience

RECPDCL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to be executed by Associate under the contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business days' notice for all other contracts.

Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to RECPDCL, of all orders, outsourcing arrangements, and rental Contracts to the extent that

they relate to performance of the portion of Work suspended by the notice.

- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

On receipt of resumption notice from RECPDCL, the Associate shall resume execution of contract as specified in the resumption notice, within the time frame specified in the resumption notice,

2. Suspension for Breach of Contract conditions.

RECPDCL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under this tenders conditions.

3. Compensation in lieu of Suspension

If the suspension of the contract in whole or in part is for convenience of RECPDCL and not due to any breach of contract conditions by the associate, RECPDCL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of whole or part of contract, on representation of the Associate providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of RECPDCL.

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to RECPDCL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

P. TERMINATION OF CONTRACTS

1. Termination for Default/Breach of Contract

The contract / PO shall be subject to termination by RECPDCL in case of breach of the contract by the Associate which shall include but not be limited to the following:

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any delivery schedules, in deviation of the contract/ PO.
- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by RECPDCL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which

may be necessary for due execution / completion of the works and documentation.

- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by RECPDCL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by RECPDCL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the associate for the first time, RECPDCL shall issue, along the with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of RECPDCL then RECPDCL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, RECPDCL shall have the right to terminate all the contracts RECPDCL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of RECPDCL available to it under law.

Without prejudice to its right to terminate for breach of contract, RECPDCL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate.

In the event of RECPDCL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- i) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- ii) Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under the contract with RECPDCL.
- iii) The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at RECPDCL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.
- iv) It shall be open for RECPDCL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.

v) It shall be open to RECPDCL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

In case of termination of the contract the parties agree to be governed inter alia by the following:

a) In case RECPDCL exercises its right of termination as stated above the associate shall not dispute or object to the same.

b) The Associate shall be entitled to receive and claim only such payments OR sums of money from RECPDCL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Associate.

c) All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

In the event of such termination, RECPDCL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as RECPDCL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by RECPDCL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by RECPDCL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to RECPDCL under law against the associate.

Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct , RECPDCL shall be entitled to bar the associates its agents , affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning RECPDCL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to RECPDCL.

2. Termination for convenience of Associate

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. RECPDCL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to RECPDCL, Associate will have to pay RECPDCL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

3. Termination for Convenience of RECPDCL

RECPDCL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. RECPDCL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.

Q. DISPUTE RESOLUTION & ARBITRATION

In case of any dispute or difference the parties shall endeavour to resolve the same through

conciliatory and amicable measures within 15 Days failing which the matter may be referred by either party for resolution by the sole arbitrator to be appointed mutually by both the parties. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 and the place of arbitration shall be Delhi. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by RECPDCL or suspended by the arbitrator. Further, RECPDCL shall continue making such payments as may be found due and payable to the associate for such works.

1. Governing law and jurisdiction

The parties shall be subject to the jurisdiction of the courts of law in Delhi and any matter arising here from shall be subject to applicable law in force in India.

R. ATTRIBUTES OF GCC

1. Cancellation

The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.

2. Severability

If any portion of this GCC is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this GCC shall remain in effect.

3. Order of Priority

In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

S. INSURANCE

The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in RECPDCL scope) for total contract (PO/RO) value or any other such risks during execution of works, till the works are handed over to the company, in consultation with RECPDCL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Associate before commencement of works. RECPDCL shall stand

fully indemnified in this respect.

T. ERRORS AND OMISSIONS

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the RECPDCL or not. However any error in design/drawing arising out of any incorrect data/written information from RECPDCL will not be considered as error and omissions on part of the Associate.

U. TRANSFER OF TITLES

The title of ownership and property to all equipments, installations, erections, constructions materials, drawings & documents shall pass to the RECPDCL after Commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the RECPDCL shall not in any way absolve, dilute or diminish the responsibility and obligations of the Associate under this Contract including loss or damages and all risks, which shall vest with the Associate.

The Associate shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the RECPDCL.

The Associate shall also be responsible for any delay and/or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in as well as of any late revision/s of drawings and information submitted by the Associate.

32.0 LIST OF FORMS & ANNEXURES

S. No.	Subject	Annexure/ Forms
1	Performa for Letter for Submission of Tender	Form-I
2	Performa for Bidder Information	Form-II
3	Performa for Financial Bid	Form-III
4	Performa for No-Deviation Certificate	Form-IV
5	Performa for Manufacturer Authorization Form	Form-V
6	Performa for Curriculum Vitae	Form-VI
7	Performa for Bid Security Bank Guarantee	A
8	Performa for Advance Payment Bank Guarantee	B
9	Performa for Performance Bank Guarantee	C
10	Performa for No Demand Certificate by Associate	D
11	Performa for Indemnification on Statutory Compliance	E
12	Acceptance Form For Participation In Reverse Auction Event	F
13	Format for Letter of Transmittal	G
14	Format for Integrity Pact	H

FORM-I
Letter for Submission of Tender

To,
REC Power Distribution Company Limited
4th Floor, Kribhco Bhawan,
A-10, Sector-1, Noida (UP)-201301

Sub.: Engagement of Service Agency

Sir,

1. With reference to your Tender No. ----- dated ----- for “*Turnkey Execution as deposit work including Supply, Erection, Commissioning, Project Management, Design, Engineering, Inspection and supervision of work of Construction of Double Circuit Overhead Transmission Lines on Tubular Monopoles from T-off Point to the proposed 66KV Sub-Station at Institutional Area in Village Sarangpur, Chandigarh AND Construction of 2 Nos. Line Bays at 66/11 KV Grid Substation, Village Sarangpur, Chandigarh for Chandigarh Electricity Department (CED), Chandigarh.*”, I wish to apply for engagement with RECPDCL as service provider for “*Turnkey Execution as deposit work including Supply, Erection, Commissioning, Project Management, Design, Engineering, Inspection and supervision of work of Construction of Double Circuit Overhead Transmission Lines on Tubular Monopoles from T-off Point to the proposed 66KV Sub-Station at Institutional Area in Village Sarangpur, Chandigarh AND Construction of 2 Nos. Line Bays at 66/11 KV Grid Substation, Village Sarangpur, Chandigarh for Chandigarh Electricity Department (CED), Chandigarh.*”

Further, I hereby certify that

I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.

2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
3. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:

Place:

Signature.....

Full Name.....

Designation

Address

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

Form-II
BIDDER INFORMATION

Turnkey Execution as deposit work including Supply, Erection, Commissioning, Project Management, Design, Engineering, Inspection and supervision of work of Construction of Double Circuit Overhead Transmission Lines on Tubular Monopoles from T-off Point to the proposed 66KV Sub-Station at Institutional Area in Village Sarangpur, Chandigarh AND Construction of 2 Nos. Line Bays at 66/11 KV Grid Substation, Village Sarangpur, Chandigarh for Chandigarh Electricity Department (CED), Chandigarh.

1. THE FIRM
2. Name
Regd. Address _____
a) Address of Office at Delhi/NCR _____

b) Contact Person's
i) Name & Design.
ii) Address
iii) Tel No. Landline _____ Mobile _____
iv) Email ID _____
3. Type of Firm: Private Ltd./ Public Ltd./ Cooperative/
(Please tick) Partnership/ Proprietor/ Consortium
4. PAN _____
5. Service Tax Reg. No.: _____
6. E.M.D. Details Rs. _____
DD/BG No. _____
Name & Address of Bank _____

Please upload duly signed copies by authorized signatory of documentary evidence e.g. work order, corresponding satisfactory job completion certificates from clients with amount of work order in support of above and any other document indicated in prequalifying criteria)

Signature.....
Full Name.....
Designation.....
Address

Form-III
Financial Bid

PROFORMA OF SCHEDULE OF RATES				
Financial Bid (To be submitted through online mode only)				
PROFORMA OF SCHEDULE OF RATES				
Bidder Name:				
Total				
S.No.	Equipment	Quantity	Unit	Total Cost (Incl. taxes & duties) (in Rs.)
A	B	C	D	E
1	Form: 1 cost estimate for erection of 66 kV overhead double circuit line	2	KM	0
2	Form: 2 New 66kv bay in 66/11 kv Grid sub-station	2	No.	0
Grand Total (in Rs.)				0

Note:-

- ☐ The quoted rates must be inclusive of all taxes as applicable at the time of bidding.
- ☐ If it is found that the tax quoted is higher than the applicable tax, in that case only applicable taxes will be paid by RECPDCL and if the tax quoted is lower than the applicable tax, in that case only the quoted taxes will be paid by the RECPDCL and difference shall be on part of bidder.
- ☐ In case of implementation of GST/New taxation policy etc. difference arises due to such taxes will be payable as per prevailing laws.
- ☐ Bidders need to quote their rates strictly as per above format.
- ☐ Bidders need to fill the rates in all sub-sheets (Form-I and Form-II) of excel file as per the format and in yellow color cell only.

Format-III (Sub Sheet - Form-I)							
Financial Bid (To be submitted through online mode only)							
PROFORMA OF SCHEDULE OF RATES							
Bidder Name:							
Form: 1 cost estimate for erection of 66 kV overhead double circuit line							
S.No.	Equipment	Unit	Quantity	Per Unit Cost (in Rs.)	taxes & duties (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (Incl. taxes & duties) (in Rs.)
A	B	C	D	E	F	G=E+F	H=DxG
1	Steel Monopole	Nos.	14			0	0
2	Step bolts, bolts & nuts, washers etc. fully galvanised required for the above tower	MT	1			0	0
3	Tower accessories						
a	Phase plates (Set of 3)	Nos.	2			0	0
b	Caution plates	Nos.	1			0	0
c	Circuit plates	Nos.	2			0	0
d	Number Plates	Nos.	1			0	0
e	Pipe type earthing	Nos.	2			0	0
f	Anti climbing devices	Nos.	1			0	0
g	Earth bonds	Nos.				0	0
(i)	300 mm Long	Nos.	1			0	0
(ii)	400 mm long	Nos.	3			0	0
4	Bird guard	Nos.	15			0	0
5	Conductor & ground wire						
a	ACSR Zebra Conductor	Km	6.09			0	0
b	OPGW-48 Fibre	KM	1			0	0
6	Insulator with hardware for Zebra ACSR conductor						
a	HW fitting single suspension for Zebra COMPRESSION	EA	12			0	0
b	Disc insulators 160 KN	EA	60			0	0
c	HW fitting single suspension for Zebra COMPRESSION	EA	24			0	0
d	Disc insulators 160 KN	EA	120			0	0
e	Double suspension fittings with 8 Nos. 90 KN insulators & hardware-ACSR Zebra	Set	1			0	0
f	Double tension fittings with 10 Nos. 90 KN insulators & hardware-ACSR Zebra	Set	3			0	0
7	Accessories for Zebra ACSR conductors						
a	Mid span compression joint for Zebra ACSR	Nos.	1			0	0
b	Repair Sleeves	Nos.	1			0	0
c	Vibration dampers	Nos.	48			0	0
d	P.G. Clamp	Nos.	18			0	0
e	both A type towers(each set is of 12 nos)	Nos.	144			0	0
f	termination at both side with LA jumpers	Nos.	36			0	0
8	Hardware & accessories for ground wire						
a	joint closure for OPGM	Nos.	1			0	0
b	TENSION Clamp for OPGM	Nos.	3			0	0
c	SUSPENSION CLAMP for OPGM	Nos.	4			0	0
d	Repair Sleeves	Nos.	1			0	0
e	Download clamp for OPGW	Nos.	5			0	0
f	Vibration Damper for OPFW	Nos.	14			0	0
9	Cost of Misc Items	Nos.	1			0	0
10	Labour cost for execution of the scheme, overhead charges including Transportation, Establishment & Supervision charges for erection, testing & commissioning	Lumsum	1			0	0
11	Civil Works , Tower foundation	Lumsum	1			0	0
12	Electrical Inspector Fees	EA	1			0	0
				GRAND TOTAL (in Rs.)			0

Format-III (Sub Sheet - Form-II)							
Financial Bid (To be submitted through online mode only)							
PROFORMA OF SCHEDULE OF RATES							
Bidder Name:							
Form: 2 New 66kv bay in 66/11 kv Grid sub-station							
S.No.	Equipment	Unit	Quantity	Per Unit Cost (in Rs.)	taxes & duties (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (Incl. taxes & duties) (in Rs.)
A	B	C	D	E	F	G=E+F	H=DxG
1.1	Circuit Breaker 72.5kv, 25KA	No	1			0	0
1.2	66 kV, 2000 A Isolator with two earth switch	No	1			0	0
1.3	66 kV, 2000 A Isolator without earth switch	No.	2			0	0
1.4	66kV, Current Transformer, 800-400/1/1/1 A	No.	3			0	0
1.5	Control & Relay Panel Indoor 66kv	set	1			0	0
1.6	Voltage Transformer 72.5 kv	No.	3			0	0
1.7	66kV, Lightning Arrestor	No.	3			0	0
1.8	CT/PT Junction box	No.	6			0	0
1.9	66kV Bay Marshalling Box	No.	1			0	0
1.10	Zebra Conductor, ACSR	M	300			0	0
1.11	4 Core LT PVC Cable 16Sqmm	No	100			0	0
1.12	Flat GI 50X6 MM	KG.	700			0	0
1.13	GI Flat 75x10	KG.	1100			0	0
1.14	Earthing rod Electrode, 32 mm	No.	6			0	0
1.15	20mm dia 3 mtr. Galvanised MS rod	No.	12			0	0
1.16	1.1kV PVC Cable CU 10C X2.5MM2	M	1000			0	0
1.17	1.1kV PVC Cable CU 6C X2.5MM2	M	200			0	0
1.18	LT Cable 2CX2.5 sqmm	M	1000			0	0
1.19	cable tray 100x60 petrorated type	M	300			0	0
1.20	cable tray 600x60 ladder type	M	100			0	0
1.21	Spacer, Bus Bar, FI/Zebra Conductor	NO.	12			0	0
1.22	7/3.15 mm GSS wire for shielding	M	150			0	0
1.23	Galvanised steel structure	MT	5			0	0
1.24	GI Nuts,Bolts & Washers	MT	0.8			0	0
1.25	GI Nuts,Bolts & Washers	MT	1			0	0
1.26	4C X 95 Sq. mm. AL Cable	M	60			0	0
1.27	Hardware fitting, Connectors etc.	LS	1			0	0
1.28	Cost of Misc. items(Like nut & bolt, clamp etc.)	Lumpsum	1			0	0
1.29	Labour Cost for execution of the Scheme, Overhead charges including Transportation, Establishment & Supervision Charges for Erection, Testing & Commissioning	Lot	1			0	0
1.30	Civil foundation works	Lot	1			0	0
1.31	Electrical Inspector Fees	Lumpsum	1			0	0
GRAND TOTAL (in Rs.)							0

FORM IV
FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the RECPDCL's specifications:

S. No.	Clause No.	Details of deviation with justifications

By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Company:

Signature
Name

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

**FORM-V
MANUFACTURER AUTHORIZATION FORM**

(To be submitted on OEM's Letter Head)

Date:
ICB No.:
Invitation for Bid No.:
Alternative No.:

To,
The Nodal Officer
Chandigarh Electricity Department,
Electricity 'OP' Division No. 2,
Opp. Transport Area, New Power House
Industrial Area Phase – 1, UT Chandigarh

Sir,
WHEREAS M/s. [name of OEM], who are official manufacturers of having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

.....
and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the machines supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For

Authorized Signatory

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

FORM-VI
Format of Curriculum Vitae

1	PROPOSED POSITION:			
2	NAME OF FIRM			
3	NAME OF STAFF:			
4	DATE OF BIRTH:	Nationality:		
5	EDUCATION:			
	DEGREE/EXAMINATION	YEAR	INSTITUTE	Board
6	MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:			
7	OTHER TRAINING:			
8	COUNTRIES OF WORK EXPERIENCE:			
9	LANGUAGES:			
	LANGUAGE	SPEAKING	READING	WRITING
10	EMPLOYMENT RECORD:			
	FROM	TO	EMPLOYER	POSITIONS HELD
11	DETAILED TASKS ASSIGNED:			
12	WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED:			
13	Certification:			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Signature of authorised representative of the staff			
	Full name of authorised representative:			

ANNEXURE-A
PROFORMA FOR BID SECURITY BANK GUARANTEE

REC Power Distribution Company Limited

4th Floor, Kribhco Bhawan,

A-10, Sector-1, Noida (UP)-201301

WHEREAS, (Name of the Bidder)_____ (hereinafter called "the BIDDER")
has submitted his bid dated _____ for the (Name of Contract)
_____ (hereinafter called "the BID").

KNOW ALL men by these presents we (Name of the Bank)_____ of
(Name of the Country)_____ having our registered office at
_____ (hereinafter called "the
BANK) are bound unto the REC Power Distribution Company Limited (RECPDCL) in the
sum of _____ for which payment well and truly
to be made to the RECPDCL the Bank binds himself, his successors and assigns by these
presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.
The CONDITIONS of this obligation are:

i) If the Bidder withdraws his Bid during the period of bid validity specified in the Proforma of
Bid

or

ii) If the Bidder having been notified of the acceptance of his Bid by the RECPDCL during
the period of bid validity fails or refuses to furnish the Contract Performance Bank
Guarantee, in accordance with the Instructions to Bidders.

We undertake to pay the RECPDCL upto the above amount upon receipt of its first written
demand, provided that in its demand the RECPDCL will note that amount claimed by it is
due to it owing to the occurrence of one or both conditions, specifying the occurred condition
or conditions.

This Guarantee will remain in force upto and including the date (No of days as mentioned in
tender enquiry) days after the closing date of submission of bids as stated in the Invitation to
Bid or as extended by you at any time prior to this date, notice of which extension to the Bank
being hereby waived, and any demand in respect thereof should reach the Bank not later than
the above date.

DATE.....
SIGNATURE OF THE BANK.....
WITNESS.....
SEAL.....

(Signature, Name & Address)

(At least 2 witnesses)

ANNEXURE-B
PERFORMA FOR ADVANCE PAYMENT BANK GUARANTEE

- (a) Format shall be followed in toto
 - (b) Claim period of six months must be kept up
 - (c) The guarantee to be accompanied by the covering letter from the bank confirming the signature to the guarantee
-

REC Power Distribution Company Limited

4th Floor, Kribhco Bhawan,

A-10, Sector-1, Noida (UP)-201301

Advance Payment B.G.No.....

Contract No.....dated.....

1. You have entered into a Contract No _____
with M/s. _____ (hereinafter referred to as
"the Vendor") for the supply and delivery of _____
(hereinafter referred to as "the said Equipment") for the price and on the terms and
conditions contained in the said contract.
2. In accordance with the terms of the said contract, you have agreed to make an advance
payment of Rs. _____ (Rupees _____ only) being _____ %
(_____ percent) of the total value of the contract on "the Vendor" furnishing you with
an irrevocable, unconditional and acceptable bank guarantee to be valid till the date of
receipt of "the said equipment" covered by your above mentioned contract. For this
purpose you have agreed to accept our guarantee.
3. In consideration thereof, we, _____
hereby irrevocably and unconditionally guarantee to pay to you on demand but in any
case before the end of five working days from the date of the claim and without demur
and without reference to "the Vendor" such amount or amounts not exceeding the sum of
Rs. _____ (Rupees _____ only) being

_____ % (_____ percent) of the total value of the contract on receipt of your intimating that “the Vendor” has not fulfilled his contractual obligations. You shall be the sole judge for such non-fulfillment and “the Vendor” shall have no right to question such judgment.

4. You shall have the right to file / make your claim on us under the guarantee for a further period of one months from the date of expiry.
5. This guarantee shall not be revoked without express consent and shall not be affected by your granting time or any other indulgence to “the Vendor”, which shall include but not be limited to, postponement from time to time of the exercise the same in you or any right which you may have against “the Vendor” and to exercise the same in any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving our bank from its obligation under this guarantee.
6. We also agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor, in the first instance, notwithstanding any other security or guarantee that you may have in relation to “the Vendor’s” liabilities in respect of the premises
7. This guarantee shall not be affected by any change in the constitution of our Bank or “the Vendor” or for any other reason whatsoever.
8. Any claim / extension under the guarantee can be lodge-able at outstation banks or at Delhi branch and claim will also be payable at Delhi Branch **(to be confirmed by Delhi Branch by a letter to that effect).**
9. Notwithstanding anything herein contained, our liability under this guarantee is limited to Rs. _____ (Rupees _____ only) and the guarantee will remain in force upto and including _____ (Date) and shall be extended from time to time for such period or period as may be desired by “the Vendor”.
10. Unless a demand or claim under this guarantee is received by us in writing within one month from _____ (expiry date) i.e. on or before _____ (claim period end date), we shall be discharged from all liabilities under this guarantee thereafter.

Dated at _____ this _____ day of _____ 200_____

Witness

1. _____

2. _____

Bank’s rubber stamp

Banks full address

Designation of Signatory Bank

official number

ANNEXURE-C

PERFORMA FOR PERFORMANCE PAYMENT BANK GUARANTEE

M/s. REC Power Distribution Company Ltd.
4th Floor, Kribhco Bhawan,
A-10, Sector-1, Noida - 201301
Uttar Pradesh, India

(With due Rs.100/- stamp duty, if applicable)

OUR LETTER OF GUARANTEE No. :

Date:

Amount:

Valid Date:

Bank Name & Address:

In consideration of REC Power Distribution Company Ltd. having its office at 4th Floor, Kribhco Bhawan, A-10, Sector-1, Noida – 201301, U.P. (hereinafter referred to as “RECPDCL” which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Work Order No._____ dated _____with/on as_____ (hereinafter referred to as “The service” which expression unless repugnant to the content or meaning thereof, shall include all the successors, Administrators and executors).

WHEREAS the Agency having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement accepted to providing service as per terms and conditions given in the Agreement dated _____/Work Order No. _____ dated _____ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Work Order i.e. for _____.

We, _____ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Agency having failed to perform the Agreement and despite any contestation on the part of above named Agency.

This Letter of Guarantee will expire on _____ including 30 days of

REC Power Distribution Company Limited



claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Chief Manager/Manger

Seal of Bank

ANNEXURE-D

PROFORMA FOR “NO DEMAND CERTIFICATE” BY ASSOCIATE

(On Company’s Letter head or with Company Seal)

(To be submitted by the Associate to RECPDCL Accounts Department at the time of receipt of full and final payment)

(Certificate No. CCP/002)

Name of the Project: _____
Order/ Contract No. Dated: _____
Name of the Associate: _____
Scheme No. / Job No.: _____

We, M/s. _____ (Associate) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from RECPDCL, in respect of our aforesaid Order No _____ dated _____ including amendments, if any, issued by RECPDCL to our entire satisfaction and we further confirm that we have no claim whatsoever pending with RECPDCL under the said contract / W.O.

Notwithstanding any protest recorded by us in any correspondence, documents, measurement books and / or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this “NO DEMAND CERTIFICATE” in favour of RECPDCL, with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Dated

Signature

Place

Name

Designation

(Company Seal)

ANNEXURE – E

PROFORMA FOR “INDEMNIFICATION ON STATUTORY COMPLIANCES”

(To be submitted by the successful Bidder within seven (07) days of award of work)

(Certificate No. CCP/001)

Name of the Project: _____

Order/ Contract No. Dated: _____

Name of the Associate: _____

Scheme No. / Job No.: _____

By this confirmation we, _____
(Associate) are formally bound to M/s. RECPDCL towards any sum which may be imposed, levied or hereinafter recovered by the Provident Fund Organization under the provisions of the Employees of the Provident Fund and Miscellaneous Provisions Act 1952 in respect of employees employed by us.

We well and truly bind ourselves and our heirs executors administrators and representatives jointly severally and respectively for the above payment only to be paid to M/s. RECPDCL.

AND WHEREAS we, _____ (Associate)
is making compliance of the Employees Provident Fund and Miscellaneous Provisions Act 1952, have entered into the above written bond for the indemnity to M/s. RECPDCL against all losses from the acts or default of the said Associate in respect of compliance of the Provident Fund Act.

Similarly we hereby confirm that we have complied with all statutory and local laws and nothing is outstanding with regard to Local Sales Tax, Labour Laws, Local Municipal dues, Electricity dues etc. We have entered into the above written bond for the indemnity to M/s. RECPDCL against all losses from the acts or default of the said Associate in respect of compliance of the Local Sales Tax Laws, Local Laws, Labour Laws, Local Municipal Dues, Electricity dues etc.

NOW THE CONDITION, of the above written bond is as such that if the Associate during the period of this contract commits any default or fails to make payment of Contributions in respect of his employees to the Employees Provident Fund Organization, he shall indemnify the Principal Employer M/s. RECPDCL from all and every loss and damage caused to them from any act, omissions or negligence of the said Associate in respect of compliances under the Employees Provident Fund and Miscellaneous Provisions Act, 1952.

IN WITNESS to the above written bond we have here to set our hands, with our free consent.

Dated

Signature

Place

Name

Designation

(Company Seal)

ANNEXURE-F**ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT**

(To be signed and stamped by the bidder)

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

The following terms and conditions are accepted by the bidder on participation in the bid event:

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder.
(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.
12. The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

Signature & Seal of the Bidder

LETTER OF TRANSMITTAL

To: [Name and address of Client]

.....
.....
.....

Dear Sir/s,

I/We, the undersigned, have examined the details given in your NIT dated [Insert Date] for **Turnkey Execution as deposit work including Supply, Erection, Commissioning, Project Management, Design, Engineering, Inspection and supervision of work of Construction of Double Circuit Overhead Transmission Lines on Tubular Monopoles from T-off Point to the proposed 66KV Sub-Station at Institutional Area in Village Sarangpur, Chandigarh AND Construction of 2 Nos. Line Bays at 66/11 KV Grid Substation, Village Sarangpur, Chandigarh for Chandigarh Electricity Department (CED), Chandigarh.** We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s _____ or its group companies have not been awarded any work for **Turnkey Execution as deposit work including Supply, Erection, Commissioning, Project Management, Design, Engineering, Inspection and supervision of work of Construction of Double Circuit Overhead Transmission Lines on Tubular Monopoles from T-off Point to the proposed 66KV Sub-Station at Institutional Area in Village Sarangpur, Chandigarh AND Construction of 2 Nos. Line Bays at 66/11 KV Grid Substation, Village Sarangpur, Chandigarh for Chandigarh Electricity Department (CED), Chandigarh.** & shall not be a competitor to RECPDCL within the **Chandigarh Electricity Department** during contract period in case the contract is awarded.

Also, M/s _____ or its group companies is not executing or providing any type of services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. _____ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure-H

(To be executed on non-judicial paper)

INTEGRITY PACT

Between

REC Power Distribution Company Limited (REC PDCL) hereinafter referred to as "The Principal",

And

.....hereinafter referred to as "agency for carrying out interior work"

Preamble

The Principal intends to award, under laid down organization procedures, contract/s forThe Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, agency/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / agency.

- (1) The Bidder / agency commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder /agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of

the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder / agency will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder / agency will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / agency will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder / agency will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Agency, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the agency has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the agency can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consulting agency/Architect/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only

to condition that if the agency can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the agency shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all agency

- (1) The agency undertakes to demand from all sub-consulting agency a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all agency and Sub-consulting agency.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Punitive Action against violating agency /Sub-consulting agency/

If the Principal obtains knowledge of conduct of a agency or Sub-consulting agency, or of an employee or a representative or an associate of a agency, Sub-consulting agency\ which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitors

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The agency accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the agency. The agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Sub-consulting agency. The Monitor is under contractual obligation to treat the information and documents of the agency or Sub-consulting agency with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the agency. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non- binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor

shall give an opportunity to the agency to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the agency 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Consulting agency/Architect/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....
For the Principal For the Bidder/Consulting agency/Architect/Supplier

Place **Witness1: (Signature/Name/Address)**

Date **Witness2: (Signature/Name/Address)**